BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICES :: BANGALORE-27
Mech Engineering Dept

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Tender for the supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers with annual maintenance support in Bangalore Metropolitan Transport Corporation (BMTC)

Through e-Procurement Portal, Government of Karnataka
http://kppp.karnataka.gov.in

Tender Inviting Authority:

Chief Mechanical Engineer,
BMTC, Central Office,
Mechanical Engineering Department,
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(Ph. No. 7760529696)

TENDERS FOR,

The supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers with annual maintenance support in Bangalore Metropolitan Transport Corporation (BMTC)

TENDER REFERENCE	: BMTC/CO/ME/13/ 2023-24/IND0004 Dtd. 26.05.2023
PRE-BID MEETING Date & time:	: 09.06.2023 at 11.30 hrs
LAST DATE AND TIME FOR SUBMISSION OF TENDER FORM THROUGH E-PROCUREMENT PORTAL https://kppp.karnataka.gov.in/	: 26.06.2023 up to 17.30 hrs
OPENING OF PREQUALIFICATION OFFERS	: 30.06.2023 at 11.30 hrs
OPENING OF COMMERCIAL (FINANCIAL BID) OFFERS	: 07.07.2023 at 11.30 hrs

TENDERS FOR

The supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support in Bangalore Metropolitan Transport Corporation (BMTC)

SECTION I. INVITATION FOR TENDERS (IFT)

Date : 26.05.2023

IFT No. : Tender No BMTC/2023-24/IND0004 Dtd. 26.05.2023~~BMTC/CO/ME/13/2023-24 Dtd.26.05.2023~~

1. The Bangalore Metropolitan Transport Corporation (BMTC) as Purchaser invites tenders from eligible tenderers for the supply of 20 Nos. Mini Non AC electric City type buses along with 05 Nos. chargers and annual maintenance support hereinafter referred as goods.
2. The tenderers may submit tenders for any or all of the goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents are available in the e-procurement portal https://eproc.karnataka.gov.in/ from 27.05.2023
4. Tenders must be accompanied by Earnest Money Deposit in the form and amount specified in the tender document.
5. Tenders must be submitted through e-procurement portal only within the due date 26.06.2023 and time up to 17.30 hrs or as amended if any.
6. Other details can be seen in the tender documents.

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

1.1. Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender and Bangalore Metropolitan Transport Corporation (BMTC), Tender Inviting Authority hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

3.1. The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders SECTION-I, the tender documents include:

A	Instruction to Tenderers (ITT)	**Section II**
B	General Conditions of Contract (GCC)	**Section III**
C	Special Conditions of Contract (SCC)	**Section IV**
D	Schedule of Requirements	**Section V**
E	Technical Specifications	**Section VI**
F	Qualification Criteria	**Section VII**
G	Tender Form	**Section VIII**
H	Earnest Money Deposit Bank Guarantee Form	**Section IX**
I	Contract Form	**Section X**
J	Performance Security Bank Guarantee Form	**Section XI**
K	Proforma for performance statement for the last five years	**Section XII**
L	Manufacturers Authorization Form	**Section XIII**
M	Proforma for equipment and Quality Control employed by the Manufacturer	**Section XIV**
N	Chartered Accountant Certificate	**Section XV**
O	Format of Power of Attorney	**Section XVI**
P	Declaration-I, Lowest price	**Section XVII**
Q	Guidelines and Declaration (Declaration-II), regarding land border sharing	**Section XVIII**
R	Declaration-III, adherence to terms and conditions	**Section XIX**

S	Declaration-IV, towards submission of type approval	**Section XX**
T	Fuel performance guarantee undertaking	**Section XXI**
U	Adherence to environmental management system	**Section XXII**
V	Anti Black Listing Certificate	**Section XXIII**

3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

4. Clarification of Tender Documents

4.1. A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing /email at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives before the Pre-bid meeting date. The Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.

5. Amendment of Tender Document

5.1. At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

5.2. The amendment to the tender documents, if any, will be notified in the e-procurement portal.

5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

7.1. The tender prepared by the Tenderer shall comprise the following components:

(a) The Tender Form completed in accordance with ITT Clauses 8, 9 and 10;

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

(d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form

8.1. The Tenderer shall complete the Tender Form furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity.

9. Tender Prices

9.1 The Tenderer shall indicate end rates per fully built bus and chargers, including installation of chargers (in the Price Schedule of the e-procurement portal) for the goods it proposes to supply under the Contract. The Prices should be for destination basis. Tenderer shall also quote AMC rates per kms as per clause 17.1.1 and clause 17.1.2 of SCC for the buses and the chargers i.e. 08 years. The Rates of AMC shall be shown separately in the respective columns of price bid format. If the Basic price and AMC is left Blank, then the same will not be considered for evaluation and leads to rejection. If the offered value of AMC is zero, the manufacturer on default shall enter into AMC without executing any agreement by BMTC.

The discount, packing, forwarding, freight charges, insurance, door delivery and unloading Charges at the purchaser premises and other incidental charges should be included in the basic rate. The end rate inclusive of all taxes (IN INDIAN RUPEES) shall be uploaded by the bidder in the e-procurement portal. However, tenderers shall quote for the complete requirement of goods and services specified on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

Example:

Sl. No.	Details	Accounting Unit	End rate inclusive of statutory levies (in Rs.)
01	Supply of Fully built bus and chargers along with installation of chargers	Per bus	X
02	AMC cost during warranty period (please refer to Clause 17.1.1 of SCC)	Per kilometer cost x 42,000 kms (120x 350 days) x 2 yrs	Y
03	AMC cost post warranty period (please refer to Clause 17.1.2 of SCC)	Per kilometer cost x 42,000 kms (120x 350 days) x 8 yrs	Z
	Total cost per bus for 2+8 years		**X + Y + Z**
04	**One time Battery Replacement cost**		
Note: Battery replacement cost mentioned will not be taken for arriving L1 price			

9.2 Prices indicated on the Price Schedule shall include the following:

(i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties, Goods and Service Tax (GST), sales and other taxes already paid or payable
   a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
   b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the- shelf.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non- responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1. Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1. Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

11.2. The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer do not manufacture or otherwise produce, the Tenderer has to duly authorize for the same as per authorization form in Section - XIII.

(b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:
   (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
   (ii) Details of experience and past performance of the tenderer on equipment

offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

12.1. Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2. The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods

(b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3. For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit (EMD)

13.1. Pursuant to ITT Clause 7, the Tenderer shall furnish the EMD amount in the e-Portal as part of its tender as specified in Section-V - Schedule of Requirements.

13.2. The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3. The earnest money deposit shall be denominated in Indian Rupees and shall:

(a) at the tenderer’s option, be in the form as specified in the Section V- Schedule of Requirements

(b) not carry interest

13.4. Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5. Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6. The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7. The tender security (EMD) may be forfeited:

(a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22; or
(b) in case of a successful Tenderer, if the Tenderer fails:
  (i) to sign the Contract in accordance with ITT Clause 30; or
  (ii) to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders.

14.1. Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non- responsive.

14.2. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The Tenders shall be prepared as per the clause 7 of ITT for submission through e-procurement portal.

D. Submission of Tenders

16. Sealing and Marking of Tenders

16.1 The tenderers need to register themselves in the e-procurement portal and submit the tenders through e-procurement portal (http://eproc.karnataka.gov.in).The tender documents can be viewed and downloaded free of cost in the e-Procurement Portal.

16.2 The Tender is invited as per the provisions of the Karnataka Transparency in Public Procurement act-1999 in two cover system i.e., Pre-qualification (Technical) offer and Commercial offer separately. The following documents are available in the Tender document.

16.3 In the first cover Pre-qualification details as specified in the Section -VIII should be filled, sealed and signed and the same should be uploaded.

16.4 The Tenderers shall pay the tender processing fee and Earnest Money Deposit through any of the following e-payment modes. The details are available at the end of this document.

a) Credit Card
b) Debit Card
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC) (ICICI Bank)

16.5 The necessary pre-qualification documents shall be filled, sealed , signed scanned and attached along with Section – VIII tender form. The Pre-Qualification offer without attachment of scanned image will be disqualified.

16.6 The Tenderer shall upload in the e-procurement portal certificate of approval of fully built buses. Declaration-I, Declaration-II, Declaration-III, Declaration-IV, Authorization form, Certificate of Registration/ Certificate of Incorporation. CA Certificate (Verification certificate from the Chartered Accountant) Audited Statement of Accounts i.e., Profit and Loss Account & Balance Sheets for the two years out of five years, Annual GST returns acknowledged by the concerned Commercial Tax Officer for the two years out of five years, previous supply details, Power of Attorney, Fuel Performance guarantee undertaking, Antiblack listing certificate, adherence to environmental management system, compliance to technical specifications etc in support of prequalification. The documents (wherever applicable) should be completed in all respects (duly filled, sealed, and signed) should be uploaded.

16.7 The Commercial details as specified in the Tender (e-Portal) shall be filled in the same format which shall be encrypted using the digital signature certificate of the Tenderer. The End rate shall be provided by the tenderer in the appropriate field against each item. The Commercial offer uploaded through e-procurement portal will be considered for evaluation. Uploading of commercial offer along with the pre-qualification offer lead to the disqualification of the firm.

17. Deadline for Submission of Tenders

17.1 Tenders must be submitted through e-procurement portal before the time and date specified in the Invitation for Tenders (Section I).

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 The tender through e-procurement portal will be closed after the time and date specified in the Invitation for Tenders (Section I).

19. Modification and Withdrawal of Tenders

19.1 After the deadline for the submission of the tender, if any tenderer withdraws their tender in view of wrong quote in the e-procurement portal (OR) claim any modifications on their offered basic rates i.e., inclusive of discount, packing, forwarding, freight charges, insurance and other incidental charges (other than variations in statutory levies due to Govt. policy), will result in the forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7 besides BARRING THE TENDERER FOR TWO FUTURE TENDER CYCLES.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

20.1 The Purchaser or representative can open tender in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of tenderers.

21. Clarification of Tenders

21.1. During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered, or permitted**.**

22. Preliminary Examination

22.1. The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from without proper authorization from the manufacturer as per Section - XIII, shall be treated as non-responsive.

22.1.1 Where the Tenderer has quoted for the schedule, if the tender security furnished is inadequate for the schedule, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected, and its tender security may be forfeited.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

23.1. The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for the schedule. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed to offer discounts for the schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender offering the lowest evaluated cost for the Purchaser in deciding award for the schedule.

23.2 The Purchaser's evaluation of a tender will take into account, in addition to the tender

price (Exfactory /ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause and in the Technical Specifications:

(a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
(b) delivery schedule offered in the tender;
(c) deviations in payment schedule from that specified in the Special Conditions of Contract;
(d) the cost of components, mandatory spare parts and service;
(e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
(f) the projected operating and maintenance costs during the life of the equipment; and
(g) the performance and productivity of the equipment offered.

24. Contacting the Purchaser

24.1. Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2. Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Prequalification

Commercial bids of the tenderers who fulfill the Prequalification criteria will only be opened.

26. Award Criteria

26.1. Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

27.1. The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1. The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1. Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or email, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2. The notification of award will constitute the formation of the Contract.

29.3. Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4. If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1. At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2. Within 45 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1. Within 30 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2. Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1. " **Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

32.2. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive purchaser of the benefits of free and open competition.

32.3. Tenderers/ Suppliers / Contractors shall not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

32.4. Tenderers /Suppliers/ Contractors shall not be under a declaration of ineligibility for

corrupt and fraudulent practices issued by Government of Karnataka.

32.5. Tenderers /Suppliers/Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

32.6. In such cases, the Tender Inviting Authority will reject a proposal for award if it determines that the Tenderers/ Suppliers/Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

32.7. Debarment of Tenderers:

The purchaser/procurement entity may debar tenderers for a period not exceeding three years from participation in its tenders following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention".

Furthermore, Tenderers / Suppliers/ Contractors shall be aware of the provision stated below:
The Tenderers / Suppliers / Contractors shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

BMTC may at any time terminate the Contract by giving written notice to the Tenderers / Suppliers / Contractors if they become bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Suppliers / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

Termination for Default
BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderers / Suppliers / Contractors, terminate the Contract in whole or part:

If the Tenderers / Suppliers / Contractors fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

If the Tenderers / Suppliers / Contractors fails to perform any other obligation(s) under the Contract.

33. Tenderers of certain countries which share land borders with India:

Tenderers shall note the restrictions of Public Procurements for such country who share land borders with India as per GO No. FD 455 EXP 12/20, Bengaluru Dtd.25.8.2020 mentioned in Section XVIII and shall upload declaration compliance certificate as per format provided in Section XVIII

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SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

c. "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

d. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

e. “GCC” means the General Conditions of Contract contained in this section.

f. “SCC” means the Special Conditions of Contract.

g. “The Purchaser” means the organization purchasing the Goods, as named in SCC.

h. “The Purchaser’s country” is the country named in SCC.

i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

j. “The Government” means the Government of Karnataka State.

k. “The Project Site”, where applicable, means the place or places named in SCC.

l. “Day” means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4. The supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required.

5. Patent Rights

5.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security in the form of Bank Guarantee issued by any Nationalized/Commercial Scheduled Banks to the Purchaser for an amount of 3% of the Contract Value, covering performance obligations including Warranty obligations and valid up to 24 months from the date of the delivery of the last goods commissioned as per the contracted delivery schedule mentioned in the Section V. A separate security deposit for AMC for period of seven years shall be submitted by the successful tenderer to the Tender Inviting Authority within 30 days from the date of commencement of AMC. The performance security for AMC shall be released after 3 (three) months after successful completion of AMC period.

6.1. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.2. The Performance Security shall be denominated in Indian Rupees.

6.3. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 90 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.4. In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

6.5. The performance security in the form of Bank Guarantee for fully built buses be submitted separately for fully built bus and AMC by the supplier respectively for the respective contract value.

7. Inspections and Tests

7.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5. Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6. **Manuals and Drawings**

7.6.1. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2. The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

8.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

9. Delivery and Documents

9.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms

specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1. The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.

11. Transportation

11.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Incidental Services

12.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a. performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

b. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

c. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13. Spare Parts

13.1. As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

b) In the event of termination of production of the spare parts:

i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the

spare parts, if requested.

13.2. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty

14.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2. This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been commissioned after registration with the concerned Government Authorities. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) Make such changes, modifications, and/or additions to the Goods or any part there of as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual obligations. The rate of these liquidated damages shall be as specified in the SCC.

14.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15. Payment

15.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.

15.3. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after the receipt and acceptance of the goods at the Purchaser mentioned destination mentioned in SCC or submission of the invoice or claim by the Supplier whichever is later. The AMC chargers shall be paid by 15th of every succeeding month by BMTC for the kilometers operated during the previous month as per invoice duly raised by the bidder.

15.4. Payment shall be made in Indian Rupees.

16. Price Variation

16.1. Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract. The supplier shall not be entitled to claim any enhancement whatsoever in the agreed price on account of any rise in cost of raw materials or labour or due to whatsoever reasons caused during the tenure of the contract period. In the event of lower rate quoted by the tenderer to any of the STUs or any customer in the country in the next one year, the same should be extended to the purchaser also.

16.2. All Government Taxes/ Levies ,as applicable, on the date of invoicing of the goods shall be payable to the Supplier Not withstanding any stipulation in contract for increase in price on any other ground, no such increase in Government taxes / levies etc which takes place after delivery date stipulated in the contract shall be admissible on such of the said goods as are delivered after the said date.

16.3. Purchaser shall be entitled to benefit of any decrease in price on account of reduction in statutory levies, GST, Custom Duty, Excise Duty, Sales/ Trade Tax/ VAT, Service Tax and duties or on account of any other ground which takes place during the currency of the contract and/ or after expiry of the delivery date stipulated in contract. Supplier shall allow said benefit in his bills and in absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

16.4. For supply of goods made beyond the Contracted delivery schedule, if the delay is not on account of the Purchaser, any additional taxes and duties beyond those prevailing at the scheduled delivery time as per the contracted Delivery Schedule shall be to the account of the Supplier. In no case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of contracted delivery schedule.

16.5. Notwithstanding above, In case of the reasons for delay in the delivery of buses are attributable to the supplier, any downward revision in the statutory levies shall be payable as per actual.

17. Change Orders

17.1. The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
ii. the method of shipping or packing;
iii. the place of delivery; and/or
iv. the Services to be provided by the Supplier.

17.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1. Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2. Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

21.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3. Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damage

22. Liquidated Damages:

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

b) if the Supplier fails to perform any other obligation(s) under the Contract.

c) if the Supplier, in the judgement of the Purchaser has engaged in

corrupt or fraudulent practices in competing (as defined in Clause-32 of ITT) for or in executing the Contract.

23.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1. "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other natural epidemic, disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not)), civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence.

24.2. However, the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organization of the supplier shall not be considered for such failures".

24.3. During the existence of any of the above conditions, the supplier shall be excused from delivering the products to the buyer and the buyer shall be at liberty to purchase the product elsewhere to that extent during such period but shall again resume off take from the supplier, on receipt of the suppliers notice of readiness to resume performance.

24.4. Similarly, the buyer shall be at liberty to refuse to accept the supplies from the supplier and the supplier shall be at liberty to sell the product elsewhere during the period (when the buyer is unable to receive the supplies from the Supplier), but the supplier shall again resume supplies on receipt of the buyer's notice of readiness to resume acceptance.

24.5. As soon as the cause of Force Majeure has been removed, the Party (buyer or supplier) whose ability to perform its obligations has been affected shall notify the other of such cessation immediately and resume supply/ service.

25. Termination for Insolvency

25.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2. The Goods that are complete and ready for shipment within 90 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a) to have any portion completed and delivered at the Contract terms and prices; and/or

b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2. Dispute Resolution: If any dispute arises in the matter concerning with the tender or agreement terms the decision of the Managing Director, BMTC shall be final and binding. In case of any litigation in the matter concerning with the tender or agreement terms the same shall lie within the jurisdiction of civil courts only at Bengaluru City".

28. Limitation of Liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,

a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1. The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or email to the other Party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

The tenders are invited for manufacturing supply and maintenance of 20 Nos. Fully Built Mini Electric Non-AC Buses with 5 chargers as per CMVR. The bidder shall offer the warranty for a period of 2 years for the bus and chargers, and warranty for a period of 5 years or 5 lakh kilometers whichever is later, for the bus battery (for propulsion). The bidder shall be willing to enter Annual Maintenance Contract (AMC) for a period mentioned in clauses 17.1.1 and 17.1.2 of SCC.

The bus design shall be suitable for minimum daily operation of 18 hours under all load, terrains and actual operating conditions existing in Bangalore City. The bus design shall be eco-friendly, energy efficient, safe, and with zero emissions, subject to meeting additional requirement, if any further standards as imposed by law and further improved standard as applicable on the date of manufacture. Bus and complete aggregates shall comply with the rules and regulation with respect to safety and emission notified and mandated time to time by the government and applicable at the time of the delivery and the registration of the buses. To ensure compliance, type approval certificate from the approved test agency under CMVR will be necessary for the complete bus for the applicable rules, regulation and specifications laid herein.

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Bangalore Metropolitan Transport Corporation (BMTC)- (Managing Director/Chief Mechanical Engineer, BMTC Central Office, K H Road, Shantinagar, Benguluru- 560027) email: cme@mybmtc.com (construed as Purchaser)

(b) The Supplier is the successful bidder

2. Inspection and Tests (GCC Clause 7)

2.1. Goods offered against this contract have to be offered for the inspection by the supplier to the Purchaser or its representative of the Purchaser as below.

Fully built buses: The inspection of buses shall be carried out against the tender specifications in the following stages:

Stage1: The chassis shall be offered for inspection before taking up for the Construction of bus body.

Stage 2: The structure shall be offered for inspection before taking up for paneling work.

Stage 3: The vehicle shall be offered for inspection after completion of paneling before final finishing.

Stage 4: The completed bus shall be offered for pre-delivery inspection.

Stage 5: The final inspection shall be done at BMTC Central Workshops-I, BMTC, Shanthinagar, Bangalore.

Chargers: The inspection of chargers shall be carried out by BMTC technical

officers.

If at any stage fully built buses are not conforming to the Tender specification, the purchaser has the right to reject OR ask the supplier to make alterations to meet the specification requirements.

2.2. The required facilities shall be provided by the supplier for conducting Stage-wise inspection of fully built buses at their workshops or at the works of their authorized bus body builders to the purchaser's representative. Intimation for the deputation of purchaser's representative shall be given 3 days in advance for conducting stage wise inspection. However, this shall not absolve the supplier responsibility as regard to the quality of materials used, workmanship and durability of the fully built buses.

2.3. The supplier should bear the travel expenditure of purchaser's technical team for stage wise inspection of chassis, fully built buses viz., City type buses at their works if their works/plant is located outside Karnataka state.

2.4. The joint inspection consisting of supplier and purchaser's representative be done for fully built buses.

2.5. The Supplier is responsible for performance of bus bodies in case of fully built buses.

3. Delivery and Documents (GCC Clause 9)

3.1. The fully built bus shall be delivered at the Purchaser's final destination i.e. Central Workshops-I, BMTC, Shanthinagar, Bangalore and chargers to be installed at the identified depot. Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by letter or email the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall submit the following documents to the purchaser with a copy to the insurance company:

i. Three Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

ii. Railway receipt/acknowledgment of receipt of goods from the consignee(s) if any

iii. Insurance Certificate;

iv. Manufacturer's/Supplier's warranty certificate;

v. Inspection Certificate issued by the inspection team and the Supplier's factory inspection report; and

vi. Suppliers shall ensure that the fully built buses supplied shall meet all the requirements of the registration. If any documents required for the registration of the buses, the same should be furnished by the suppliers.

3.2. The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

4.1. The supplier has to provide diagnostic Tech Tool/Laptop/Tab including connector cords, plug etc., along with updated software. Software shall be with life time up

gradation support to identify and trouble shoots the defects/maintenance related issues. The said tools shall be supplied before completion of delivery of the supply of last bus out of the ordered quantity failing which the last bus will not be accepted by purchaser.

a) For 20 Nos. fully built buses : 12 Sets

4.2 Trial Operation:

As per practice and Government directions trial run of new type of fully built buses is required to be conducted. The trial run will be conducted as below:

a) 01 No. out of 20 Nos. will be put on trial run for a period of 30 days from the date of induction of buses.

b) The performance of the trial run will be jointly evaluated by the Technical Committee and the representative of OEM/Bidder.

c) After evaluation of the trial run, clearance will be given for delivery of balance quantity of fully built city buses subject to satisfactory performance of trial run. If the performance of the vehicles is not satisfactory, the balance tender quantity will be cancelled. Successful Tenderer will have no right to claim towards cancellation of the said balance quantity".

5. Billing and Payment (GCC Clause 15)

5.1. The goods offered for the supply against this contract shall be billed as below**.**

The successful Tenderers should raise bills for fully built buses and for AMC the payment shall be done as per GCC clause 15.. The bills shall be preferred in the name of the Managing Director, BMTC and payments will be released to the supplier.

5.2. The triplicate copies of above Invoices should be sent along with the consignment.

5.3. The Payment will be made within 30 working days from the date of receipt and acceptance of fully built buses at BMTC, Central Workshops-I, Bangalore or submission of invoice or claim by the supplier whichever is later. The AMC chargers shall be paid by 15th of every succeeding month by BMTC for the kilometers operated during the previous month as per invoice duly raised by the bidder.

5.4. Payment shall be made in Indian National Rupees.

6. Delay in the rectification of defects in the supplied goods:

During the warranty period, in-case of defects developed in the replacement of all components related to the Batteries, Battery Management System, Cooling Systems (Bus Batteries, Motors), Traction and other Motors, Drive Controller and Regenerative Braking, Electronics & High Voltage Electrical Systems, Chargers, On-Board Diagnostics & Communications, excluding preventive and routine maintenance of Suspension, wheel maintenance systems, aggregates, assemblies, sub-assemblies of the fully built buses, the supplier has to arrange for rectification of the same as below:

i. Within 7 working days for major repairs from the date of intimation through email. Major repairs refer to all components related to the Batteries, Battery Management System, Cooling Systems (Bus Batteries, Motors), Traction and other Motors, Drive Controller and Regenerative Braking, Electronics & High Voltage Electrical Systems, Chargers, On-Board Diagnostics & Communications, excluding preventive and routine

maintenance of Suspension, wheel maintenance systems, aggregates, assemblies, sub-assemblies of the fully built buses.

ii. Within 3 working days for minor repairs from the date of intimation through email. Minor repairs refer to repair/replacement of minor systems/assemblies/aggregates/ sub-assemblies other than mentioned in major repairs.

iii. Over and above the stipulated period, the amount worked out on averaged fixed cost per kilometer for the preceding 06 months x vehicle utilization of the respective Zone will be recovered from the performance security/payable bills or any pending amount payable to the bidder / supplier.

iv. The supplier has to generate service report with respect to such rectification, recording details of the intimation received, work attended, work completion dates, with joint signatures of both purchaser and supplier representatives.

7. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

Dispute Resolution: If any dispute arises in the matter concerning with the tender or agreement terms the decision of the Managing Director, BMTC shall be final and binding. In case of any litigation in the matter concerning with the tender or agreement terms the same shall lie within the jurisdiction of civil courts only at Bengaluru City".

8. Notices (Clause 31)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Managing Director/Chief Mechanical Engineer, BMTC Central Office, K H Road, Shantinagar, Benguluru- 560027) email: cme@mybmtc.com (construed as Purchaser)

Supplier: (To be filled in at the time of Contract signature)

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9. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and

- Date of receipt of entire payments under the Contract

  (In case of stage-wise inspection, details required may also be specified).

10. Right to use defective equipment:

If after delivery, acceptance, and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors, or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

11. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

12. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

13. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

14. Other Conditions:

a) Spare parts price list and catalogue be provided by the supplier with the percentage of discounts on the spare parts along with validity of the price offered in the price list as well as tenure of revision of price.

b) Maintenance schedule of buses be furnished by the supplier to the respective depots of the Corporation which is duly signed by both the parties and should extend support in implementation of the same at the depot level free of cost.

c) Supplier should provide service support 24 x 7 for Break downs of buses.

d) The supplier should provide their own technical expert team to guide the concerned technicians at the respective depots free of cost to ensure the upkeep of the buses.

e) Suppliers shall ensure that the fully built buses supplied shall meet all the requirements of the registration. If any documents required for the registration of the buses, the same should be furnished by the suppliers.

f) Fully built buses shall be compliant to AIS-052, AIS-140 & AIS-153. The process of integration of AIS-140 for all these vehicles should be undertaken by the supplier with the existing system of the purchaser failing which an amount of Rs.5,000/- per vehicle will be withheld till the satisfactory completion of the said work.

g) Obtaining of type approval certificate: For fully built City type buses the type of approval/ homologation certificate from the testing agency as per CMVR should be obtained by the successful tenderers for offered model and should be produced during prototype bus inspection.

h) In the event of any changes/modifications/additions that could be made by the Ministry of Road Transport and Highways or by concerned certification agencies from time to time should be adopted by the fully built bus Manufacturers (supplier).

i) The Tender Accepting Authority at any time before passing an order of acceptance may reject all the tenders on the ground of changes in the scope of procurement, failure of anticipated financial sources, accidents, calamities, or any other grounds which would render the procurement un-necessary or impossible without assigning any reasons for cancellation.

j) Appeal: The Appellant Authority as per provision of KTPP Act of the Government of Karnataka.

k) The conditional offers will not be considered.

l) The fully built buses should conform to the CMVR rules amended from time to time.

m) The fully built bus manufacturer should provide technical support by deputing their technical staff to the depots and Divisions of the purchaser from where their buses are being operated. The supplier should train purchaser staff regarding the daily and periodical maintenance of their make/model chassis besides giving feed back to the purchaser.

n) The Spare parts should be stocked near operating Depots of the purchaser and made available as and when required.

o) The supplier of fully built buses shall: Train the Body Building Builders about the critical areas of the chassis and the necessary care to be followed at the time of building the bus.

p) Train and extend the technical support to the Depot & Zone Staff of purchaser where these buses are operated, in respect of operation and maintenance of buses at their own cost.

q) Tenderer should furnish a unified email ID applicable to all BMTC Zones/Depots for reporting the after sales issues viz., maintenance, service, warranty, and claim.

r) 24V Battery fitted to the fully built buses shall be of reputed make and manufactured within 6 months from the date of acceptance of fully built buses. The tenderer shall stand guarantee against any manufacturing defects during warranty period.

s) Tyres fitted to the fully built buses should be of reputed make and shall not be more than 6 months old from the date of acceptance of fully built buses. The tenderer shall stand guarantee against any manufacturing defects as per the tyre manufacturers Guarantee.

t) Failure to abide by the terms and conditions specified in the purchase order or the terms of Tender warrants forfeiture of security deposit and blacklisting of the firm for a period of 01 to 03 years.

u) Tenderer shall furnish true/correct information in tender form. In the event of

furnishing incorrect information, BMTC reserves the right to blacklist the Tenderer for a period ranging from 1 year to three years besides forfeiture of EMD.

v) RISK PURCHASE / PENAL CLAUSE: If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the defaulted supplier must reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

w) The fully built buses should meet the specifications as prescribed in the Tender. If the supplies do not conform to the specification and if the supplies are not affected as per mutually agreed delivery schedule, Corporation reserves the right to cancel the Purchase Order placed on the firm in part or whole.

x) The BMTC reserves the right to invoke the risk purchase clause and recovery of liquidated damages in case the delivery of the chassis/fully built buses not effected as per the delivery schedule. The corporation also reserves the right to Blacklist such firms.

y) Tenderer should indicate the number of fully built buses per month which can be delivered to BMTC.

z) Sample approval: Prior approval should be obtained from BMTC for usage of bus body items like, seat fabrics and other bus body materials mentioned in Tender Specifications.

15. Contract:

15.1. The supplier should enter into an Agreement incorporating the terms and conditions of Tender/LOI on Karnataka Government Stamp Paper prescribed by the Government and should submit Bank Guarantee towards security deposit within 30 days from the date of issue of Letter of Intent. Payment towards supply of buses will not be released until the Bank Guarantee and Agreement are submitted. The manufacturers should execute the Agreement.

16. Warranty:

16.1 The whole vehicle including the chargers should have warranty for 2 years, the battery pack (for vehicle propulsion) should have a warranty of 5 years or 5 lakh kilometers whichever is later. The warranty shall cover battery pack for propulsion, electrical system, traction motor, all kinds of driveline system components including all kinds of consumables for the components covered under AMC, required to run the bus.

16.2 Warranty will not cover accident repairs. Routine FC procurement will be the responsibility of the BMTC. The BMTC shall bear the FC test fee, road tax and insurance charge for bus and other statutory charge for bus and other statutory testing fees.

16.3 No delays shall be entertained for maintenance services and other jobs for setting MVI / fitness certificate. The bidder shall be responsible to prepare / make the bus fit for inspection and obtaining statutory certificates from the statutory authorities in time. However, the structural defects in body such as loosening of paneling rivets, body rivets, cracks in body components etc due to regular use should be covered under warranty and AMC. No other payment will be made during the warranty period (2 Years/ 3 Lakh Kms, whichever is earlier)

17. Annual Maintenance Contract or Comprehensive Maintenance Contract:

17.1 The AMC shall be carried out in two parts:

17.1.1 AMC during warranty period (ie from the first year to the second year)

- The bus and chargers should have a basic AMC during the warranty period, that is from the first year to the second year.
- This should include labour and consumables (of all mechanical moving

parts) for the general maintenance of the bus inclusive of cost incurred for the site visits by the bidder's technical team, and any consumables that are required as part of the general preventive maintenance.

- The successful bidder's technical team shall visit each operating depots for conducting preventive maintenance and repair / overhauling during the warranty and AMC period. The successful bidder shall attend all break down/repair calls as and when informed by the Tender Inviting Authority.
- During every visit, a copy of the service report/break down call report, duly signed by the custodian of the ELECTRIC bus and stamped shall be forwarded by email/fax/post to the BMTC respective depot within 10 days from the due date

17.1.2 AMC post warranty period (ie from third year to tenth year)

- The bus and chargers should have 8 (Eight) years of comprehensive AMC after the expiry of warranty period, that is from the 3rd year till the completion of 10th year.
- The Bidders shall agree in respect of proper Annual Maintenance Contract (AMC) to ensure trouble free services of Buses. The Buses shall be maintained of the best quality and workmanship to the satisfaction of the Tender Inviting Authority or its Inspecting officers. The AMC charges shall be calculated and the whole contract is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Tender Inviting Authority, who both personally and by its any person acting through or working under Tender Inviting Authority, shall have full power, at every stage of progress, to inspect the Buses with respect to maintenance at such times as he may deem fit and to reject any of the maintenance activity in the Bus/ item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications/work shall be final and conclusive.
- The bidder shall be required to submit their AMC charges in Indian Rupees per kilometer per bus for each year as mentioned in the BOQ up to 8 years after the expiry of the warranty period for complete buses (From 3rd year to 10th year) (excluding, tyres, accident repairs, Body FC repairs) taking into account preventive/ docking/ routine maintenance including on account of normal wear and tear, minor/ major repairs/ over-hauling of assemblies/ sub-assemblies and break downs, fire as well as broken lights and routine mechanical repairs etc. inclusive of labour cost to provide complete fleet utilization during warranty and AMC period.

18. AMC covers:

18.1 AMC covers maintenance, Cooling Systems (Bus Batteries, Motors), Traction and other Motors, Drive Controller and Regenerative Braking, Electronics & High Voltage Electrical Systems, Chargers, On-Board Diagnostics & Communications, excluding preventive and routine maintenance of Suspension, wheel maintenance etc.(which can be done by trained mechanics of BMTC under the supervision of Vehicle Manufacturers), Tyres, Accident repairs and routine FC repairs, bus washing and energy charges etc will be borne by BMTC. The bidder should ensure timely training of the BMTC Mechanics and Staff for executing the preventive & routine maintenance by utilizing the available facilities in BMTC for these buses.

18.2 The AMC offer shall also be inclusive of consumables, spare parts, replacement of assemblies/ subassemblies, systems/sub-systems, and all value-added services as per AIS:140/ BIS: 16833 such as Vehicle Tracking System (VLT Device), Security Camera Network (CCTV) with Panic Button, Led Destination Board System (LDBS) as per IS:16490, Installation of on-board LCD display system for knowing various parameters such as energy consumption, charging details, km etc. Feeding of Routes and Bus stops, scrolling messages as per the requirement of BMTC in Kannada, and English for manually as well as through VLT Device with Voice Announcement System etc. The bidder shall be responsible for carrying out repairs/ maintenance/ servicing etc. for complete buses (including supply of consumables, replacement, and fitment of spare parts/ body parts/ aggregates/ assemblies/ sub-assemblies etc.) tentatively up to 8 years. The bidder should also submit the AMC Charge for the chargers for 8 Years after the expiry of the warranty Period (From 3rd year to 10th year). Only Electricity charge, tyre, accidental related work, FC renewal work of body and washing shall be arranged by the BMTC during warranty and AMC period.

19. Procurement of battery

19.1 BMTC will procure the battery pack (for vehicle propulsion) from the successful bidder if required after warranty period, that is after 5 Years or 5 Lakh kilometers (whichever is later). The price of battery pack (for Vehicle propulsion) required for the bus must be quoted separately in the tender. Whenever there is a requirement of battery pack (for Vehicle propulsion) under performance, the selected bidder will have to provide battery pack (for Vehicle propulsion) at the quoted rate or at the rate prevailing in the market at the time of requirement, whichever is lower. The battery pack so procured by BMTC should also have a warranty of 5 Years or 5 Lakh Kilometers whichever is later.

19.2 The BMTC will have the absolute option to procure Battery pack of suitable specification as recommended by the vehicle manufacturer from other sources and if the rates are lesser than the rate quoted by the vehicle manufacturer, the installation of such battery pack should not be detrimental to the AMC already agreed by the vehicle manufacturer. The successful bidder shall be ready to do necessary adaptation works in the Bus Electrical system to accommodate the battery pack procured by BMTC on its own. This action shall not absolve any of the contractual obligations of the successful bidder in the tender in any manner.

20. Agreement and security Deposit for AMC:

20.1 The bidder must execute the agreement in format supplied by BMTC in Rs.100/- Indian Stamp Paper with security deposit for Annual Maintenance Contract separately. The security deposit should be in the form of DD or Bank Guarantee and the security deposit will be refunded only after the completion of contract period, no interest for security deposit will be provided. The security deposit will be 2% of the total value of the AMC charges based on highest quoted AMC charges

20.2 Performance security for AMC:

The security deposit is calculated for 2% of the total value of the AMC charges (refer Clauses 17.1.1 and 17.1.2).

21 Rates of AMC:

21.1 Bidder shall also quote AMC rates for the period mentioned in Clauses 17.1.1 and 17.1.2. The Rates of AMC for the prescribed period shall be shown separately in the e-portal price bid format:

- If the Basic price and AMC is left Blank, then the BOQ will not be considered for evaluation and leads to rejection.
- If the offered value of AMC is zero, the manufacturer on default shall enter into AMC without executing any agreement by BMTC.

22. Payment of AMC charges:

22.1 The bidder should submit bills on actual basis of the succeeding month. The bills will be verified every month and the amount actually payable to the bidder after all adjustments including penalty shall be intimated to the successful bidder. The final settlement of the accounts will be carried out in every three months within one month of completing quarter period. If any amount is found due to the Corporation, then it shall be adjusted against AMC charges payable or from the Security Deposit / Bank Guarantee.

22.2 The payment of AMC will be made on a Monthly basis after satisfactory completion of said period by 15th of the month by the Tender Inviting Authority.Tax Deduction at Source (TDS)/CGST/SGST will be deducted at source from the payment due to the bidder as per applicable law. The successful bidder shall not claim any interest on payments under the contract. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

22.3 The calculation of kilometers for the purpose of AMC charges and otherwise (the dead km, operation vehicle taken for major repairs etc will not be calculated for the payment of AMC charges) shall not be as shown by the speedometer of the bus. Instead, the kilometers covered by the buses shall be decided on the basis of actual Kilometers operated by the bus as recorded on the Vehicle Log Sheet for the purpose of AMC charges. The kilometer age recorded by the bus in the duty memos shall be regularly transferred to the logbook of the bus for record and for calculating payment of AMC charges.

22.4 The bidder shall be responsible for taking other statutory certificates as required from time to time at his own cost during the entire AMC period. The BMTC shall bear the FC test fee, pollution certificate, road tax and insurance charge for bus only. No fine for these mandatory fees will be paid by the purchaser. No extra time shall be given for maintenance services and other jobs viz. getting pollution certificate, MVI/ fitness certificate, etc. The bidder shall be responsible to prepare/ make the fitness of chassis parts of buses (except tyre and body components) fit for inspection and obtaining statutory certificates from the statutory authorities. The bidder shall be responsible to comply with all the laws as applicable in respect of AMC services from time to time during the period of Annual Maintenance Contract.

22.5 In case bidder does not perform the AMC Contract satisfactorily, BMTC may terminate the Contract and forfeit the performance guarantee / security deposit.

23. Sub-Contracting of AMC :

The bidder shall not sub-let the Contract to any other firm/ entity. However, execution of Contract through its authorized network/ service providers will be permitted subject to the conditions that the bidder shall be solely and fully responsible for the AMC of the buses during the Contract period.

24. Scope of the bidder:

- The bidder shall offer the warranty for a period of 2 years for bus and chargers, warranty for a period of 5 years or 5 lakh kilometers whichever is later for battery, and also the bidder shall be willing to enter Annual Maintenance Contract (AMC) for the period mentioned in Clauses 17.1.1 and 17.1.2.
- The bidder has to construct charging bays, electrical infrastructure such as step down transformers, brakers, RMUs, cabling etc. and install 05 Nos. of chargers suitable for operating 150 kms per day,
- Detailed drawings of bus structure along with complete dimensions, its components,

seats, interior/ exterior fittings, electrical systems, wiring diagrams, wiring harness and other accessories along with complete details of materials used, their specification, manufacturing tolerances, complete catalogue etc. shall be provided to the Purchaser by the bidder.

- The bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and for AMC period (as per Clauses 17.1.1 and 17.1.2) including all spare parts and material as per the terms and conditions.
- The AMC should cover all consumables and spare parts required periodically except tyres, accident related works and washing of bus. During this period the bidder should certify that the vehicle which is reported to be ready for service is mechanically fit for service operation for the schedule kms in the concerned vehicle log sheet provided by BMTC. The break down / delay of the given vehicle for service operation will attract penalty.
- The bidder must properly maintain all records of data pertaining to the maintenance (AMC) of the vehicle as per the recommendations of vehicle manufacturers and as per the requirement of BMTC.
- For the components covered under AMC, Vehicle Manufacturer shall deploy sufficient staff for attending daily check-up, running repair and all the scheduled maintenance. Vehicle manufacturer shall also ensure sufficient staff for attending breakdown and repair call at any time for the complete service operation of the day.
- On expiration of the warranty and AMC period, the successful tenderer shall be willing to provide after sales support including but not limited to supply of spares for an additional period of minimum 5 years or till the supplied buses are in use. The period to be decided by the tender Inviting Authority and shall be binding.
- Site Visits: The successful bidder’s technical team shall visit each operating depots for conducting preventive maintenance and repair / overhauling during the warranty and AMC period. The successful bidder shall attend all of break down/repair calls as and when informed by the Tender Inviting Authority.
- During every visit, a copy of the service report/break down call report, duly signed by the custodian of the ELECTRIC bus and stamped shall be forwarded by email/fax/post to the BMTC respective depot within 10 days from the due date.
- Upon receipt of notice for repair/breakdown from BMTC, the successful bidder shall, within the period of 4 hours, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.
- The equipment fitted in the bus which requires quality assurance test, statutory test and certification of all the equipment and related components should be renewed in the prescribed intervals from the authority concerned during the entire period, as per the prevailing rules and shall be done free of cost during the Warranty and AMC period.
- Any mandatory approval required for satisfactory supply and execution of this contract of buses shall be obtained by the successful bidder from with the respective authorities.
- The bidder shall submit the details of activities to be carried out during the preventive maintenance.
- The bidder shall submit the parameters which require calibration and the frequency of calibration required and shall carry out during warranty and AMC period.
- The bidder shall provide up-time warranty of complete bus except tyre & body components.
- All software updates, if any required, should be provided free of cost during Warranty and AMC period.
- The bidder shall be required to engage adequate skilled and trained technical and other manpower for proper maintenance and presentability of buses during the warranty and AMC Period. The bidder should be responsible to provide all legal

requirements to the personnel deployed during the entire period of contract.

- It is imperative that each Bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/ completion of the contract in all respects inter-alia including the cost of the maintenance of these Buses. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India. On such matters, the BMTC shall not entertain any request from the Bidders.
- The Bidder shall obtain itself, at its own expense, all the latest specifications / procedures required for the maintenance of the Buses in accordance with the Contract terms.
- All supplies of spares for above AMC will be arranged by bidder by using his own resources and capabilities. The consumables and lubricants shall be of brands as recommended by the manufacturer.
- The replaced spares should be taken by the bidder from time to time and proper receipt of these items should be acknowledged from the concerned depot authorities.
- The bidder will maintain the buses on line for minor repairs. The repairs of routine nature/ inspection of the buses shall be under taken at depot(s) itself. During the period the bidder should certify daily that each vehicle is mechanically fit for service operation for the scheduled kms in the concerned vehicle log sheet provided by BMTC. The break down / delay for giving vehicle for service operation will attract penalty as per 28. The bidder shall be solely responsible for major repairs such as overhauling of assemblies/ sub- assemblies, systems/ sub-systems, accidental bus repairs etc. No extra cost shall be paid by the BMTC for towing of breakdown buses from breakdown place to the workshops for repairs except in case of breakdown related to tyre, and accidents.
- The buses shall be attended at Depots for minor repairs on line to minimize down time. The bidder shall be required to remove the breakdown bus from the spot immediately to avoid traffic jam /inconvenience to other road users. The bidder shall be required to maintain a minimum of adequate number of Recovery Vans/ Cranes so that the breakdown bus is immediately removed from the roads to clear the traffic jam. During AMC Period, the bidder shall be required to deploy well-trained Engineers/ Technicians/ trained staff/ manpower etc. to attend to the maintenance/ repairs and servicing of bus(es) and for quality assurance/ control/ checking/ preventive maintenance/ record-keeping etc. prior to the scheduled departure of each bus.
- All the unserviceable/ defective parts/ items/ used lubricants etc. replaced by the bidder from the Buses shall be the property of bidder.
- BMTC will carry out inspection and maintain bus-wise record of maintenance and repair work done by the bidder, as per the standard/ norms of Vehicle and the bidder shall be required to co-operate in providing all the details pertaining to spare parts consumed in repairs and preventive maintenance and any maintenance activities carried out etc. The bidder shall also be required to provide details about the technical manpower and miscellaneous manpower deployed for maintenance of buses to the Purchaser.
- The bidder shall fulfil all the provision of rules and regulation of the prevailing laws like Labour Laws, Industrial Dispute Act, Workman Compensation Act, Factory Act, Motor Vehicle Act etc. Any dispute arising out of the prevailing laws, the bidder shall be liable and responsible for the same.
- The bidder shall obtain the necessary license/ permit(s) under the prevailing law and fulfil the provision of the Labour Laws and Industrial Dispute Act for which any issue arising out of these provisions of law, the Purchaser will not be liable and responsible for the same.
- The bidder shall not indulge in cannibalization of held up/ breakdown/ accidental buses during AMC Period and shall be solely held responsible for the same.

- The bidder shall maintain up-to-date record in respect of skilled and trained technical and other manpower employed and bus-wise spare parts/ assemblies/ sub-assemblies, systems/ sub-systems used and maintenance schedules in respect of preventive maintenance/ repairs of buses. The bidder shall be required to produce the same for inspection as and when asked by the Purchaser.
- Response to Emergencies:
    - The bidder shall react safely and quickly to emergencies in all aspects of the Project.
    - The bidder shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.
    - The bidder shall develop an Emergency Management Plan that sets out its predetermined actions to providing a response to a major crisis or emergency occurring at Maintenance Depots ("Emergency Management Plan").
    - In developing the Emergency Management Plan, the bidder shall consult with all relevant Government Instrumentalities, emergency services and local authorities.
    - All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.
    - The bidder shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver the required instructions to the staff.

25. **Spare parts:** The successful bidder shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.
26. **Training**
    - The manufacturer shall provide training to minimum 10 Drivers and 10 Mechanics and 1 Mechanical Supervisor and officers per bus on driving, vehicle maintenance and electrical and electronics (OBD and multiplexing), reconditioning of aggregate free of cost including in house training.
    - As training activity is an integral part of the contract, BMTC will not make any payment for providing training.
    - Training shall be conducted at BMTC workshop / depot / STCs and at company owned Training facilities including training at manufacturing plants.
    - The bidder shall arrange orientation training as and when required for drivers/ technicians/ supervisors/ engineers of the BMTC in respect of proper handling of safety critical fitments and their effective use and maintenance aspect of the complete bus system.
    - The bidder should ensure timely training of the BMTC Mechanics and Staff for executing the preventive & routine maintenance by utilizing the available facilities in BMTC for these buses.
- Intellectual Property Rights (IPR)
    - The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
    - In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the

successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

- The Successful bidder shall at all times, indemnify and keep indemnified the Tender Inviting Authority against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Warranty

27. Scope of the authority:

- BMTC shall deploy sufficient staff for attending the daily check up and running repair as recommended by the vehicle manufacturer for the components under the scope of BMTC
- Authority shall provide adequate space at the depot, free from encumbrances, and right of way, upstream infrastructures including civil/electrical work and electric connection at available HT metering level (11 KV connection) including on- site sub- stations.
- BMTC shall provide existing maintenance facilities available in the Depot on` as is where is Basis' to the successful bidder to execute their maintenance works. The successful bidder will be responsible to make his own arrangement for Tools, Jigs and Fixtures required for proper maintenance and repair of buses and shall also provide sufficient staff for carrying out the AMC as per the tender terms and conditions.
- Electricity charge, tyre, accidental related work, FC renewal work of body and washing shall be arranged by the BMTC during warranty and AMC period.
- BMTC will allow the bidder to use available workshop facilities of the concerned depots only for the purpose of maintenance/ repair work of the BMTC's buses. The bidder shall ensure the use of these workshop facilities properly and maintenance/ repair of the same will be the responsibility of the bidder.

28. Penalty on AMC

Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective parts / aggregates or units within the stipulated period or to ensure the stipulated up-time in a year shall lead to impose penalty as per the below table. The maximum Penalty is capped @ 3% of AMC Charge per month.

Sl. No	PARAMETER	PENALTY / REMARKS, IF ANY
1	Break down occurs in ELECTRIC Buses in warranty or AMC period because of maintenance lapse, poor workmanship, improper spare parts.	Rs 250/Break down/bus
2	Repeated Breakdown on more than one occasion in a week of the same bus due to same reason in the warranty or AMC period	Rs 250/Repeated Break down/bus
3	Vehicles over docked beyond 48 hrs. due to failure of repair or replace any aggregates during warranty or AMC period	Rs. 500 after 48 hours and thereafter it will increase by Rs.250/- per day per bus
4	Delay in providing of bus for service as per our time schedule and subsequent cancellation of trips / schedule	In case of default in providing the bus before 30 Minutes as mentioned, the Corporation will have discretion to decide either to send the bus for service or to cancel the schedule. If the bus is provided within 30 minutes

		prior to the scheduled departure, there will not be any penalty. If the bus is arranged after the scheduled departure time, it would be under the sole discretion of the Corporation to send the bus on the scheduled trip, charging penalty @ Rs 5 per Km for every five (5) minutes up to maximum fifteen (15) minutes. And thereafter the Trip/Schedule may be cancelled or operated imposing the penalty @Rs 7 per km for every five (5) minutes for the whole period of delay subject to a maximum of thirty (30) minutes delay after the scheduled departure time. If the bus is not provided even after half an hour (30 minutes) from the scheduled departure time, the schedule will be cancelled, and penalty will be Rs 10/- per Km for the entire scheduled (Km).
5.	Schedule operation in % per day	100% in the first two years and thereafter 1% decrease in every year Rs 10/- per Km will be the penalty for the distance in Kilometer (km) cancelled per bus per day due to the reasons of the operator.
6.	Range in KM in single charging	150 Km (minimum) in single charge at 80% SoC for the first five years of operation and battery shall have a capacity of operating 180 kms per day.
7	Power Consumption	Shall be less than 0.8 kWh per km under any circumstances. Cost of energy consumed in excess will be realized from the bidder through deduction from AMC payment.

28.1 In case buses do not operate in any particular shift(s) because of natural disaster, riots or such other reasons beyond the control of bidder, this period shall be excluded while calculating the availability of the buses. Similarly, where the bus cannot operate because of being impounded in police/ judicial custody, this period shall be excluded for calculating the availability of the bus provided the non-availability of the bus is not due to an event caused by improper maintenance or negligence on the part of the bidder.

28.2 Warranty certificate for the additional equipment fitted as per the tender specifications duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Invoices. A copy of the original warranty papers must be given to the head of the depot / garage where the buses are operated.

28.3 There should not be any exclusion of warranty for any spare parts except consumables. If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done free of cost in the warranty and AMC period. The rate of the same shall be included in the offered price in warranty and AMC period.

28.4 BMTC reserves the right to cancel the Annual Maintenance Contract at any time during the currency of the Contract after giving three months prior notice to the bidder. In such case, the bidder shall have no claim on the BMTC and remove his manpower and all machines/ equipment from the site and vacate the site within three months of receipt of such notice of cancellation of the AMC. However, the bidder shall provide spare parts supply for the remaining period of the entire life period

28.5 Adverse operating conditions shall not affect the Contractual obligations and parameters of performance of the bidder under the Contract. Wear and tear of the bus due to bad road conditions, rains, epidemicflooding of roads, heavy traffic etc. will not be a defense on the part of the bidder for not fulfilling his Contractual obligations as per the Contract.

28.6 The BMTC reserves its right to advertise in or use for publicity the interiors and exteriors of the bus, in any form and manner as deemed fit, during the currency of the Contract. The bidder will not claim any share in the revenues arising out of this advertisement/ publicity. Further, the bidder will not claim any extra cost of maintenance on this account. The bidder will take due care of the advertisement/ publicity materials while carrying out the maintenance activities. Nor should the quality/ parameters of the AMC services provided by the bidder get impaired due to such advertisements/publicity. Any damage to the bus during installation or removal of advertisements shall be repaired by the supplier on chargeable basis and the same shall be borne by BMTC.

28.7 BMTC reserves the right to install value added services such as phone/ entertainment and information equipment etc. and other gadgets/ equipment such as Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. The bidder will not claim any share in the revenue, which may accrue to the BMTC due to the services/ equipment/ gadgets. The bidder will also not increase or hike the AMC charges under the contract because of the above. Nor should the quality/parameters of the AMC services provided by the bidder get impaired due to such installations/ equipment. The BMTC may have a separate maintenance contract for these additional equipment/ installations and the bidder will have no objection for the same and the said third party bidder alone shall be responsible for maintenance thereof and bidder shall not be held responsible for any loss or damage to the said value-added service. However, if it is proved jointly that there is any loss / damage to the value-added service during the maintenance activities, the same will be borne by bidder.

28.8 The depot authorities may inspect the buses of the depot at any time along with the representative of the bidder jointly for condition of bus body, assemblies/ sub-assemblies, systems/ sub-systems, spares, and other accessories. If any of these are found damaged/tampered/lost/missing/theft, the concerned staff of the Depot who was entrusted with the upkeep of item, bidder shall be responsible for the said loss and the amount of loss will be recovered from the defaulter.

28.9 The buses in the depot will be driven/ handled only by the authorized personnel of the bidder who have valid heavy Driving License as per law. These buses will be driven by his authorized personnel only for the purpose of repair/ maintenance work within the depot premises.

28.10 The bidder shall be responsible for damages due to maneuvering of buses inside the Depot by the employees of bidder i.e., Driver/ Staff for repairs/ maintenance and the cost of damages shall be borne by the bidder.

28.11 Prescribed Speed Control limits of buses shall be ensured as per rules.

28.12 The corporation attaches paramount importance to the after sales service of the buses supplied to ensure smooth operation afterwards. The bidder is required to undertake

preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for AMC period including all spare parts and material as per the terms and conditions.

SECTION V: SCHEDULE OF REQUIREMENTS

Serial Number	Brief Description	Unit	Quantity	Delivery schedule	EMD in Rupees
Schedule I	6m to 7m length Mini Non- AC electric buses	Nos	20	As mentioned below	Earnest money deposit amount is Rs. 15,00,000/- (Rs. Fifteen lakhs only) shall be paid online through any of the following e-payment modes to e-procurement portal. a) Credit Card b) Direct debit c) National Electronic Fund Transfer (NEFT) d) Over the Counter (OTC) (Axis Bank)

Delivery Schedule: The tentative delivery schedule for the supply of fully built buses are as under:

Sl No	Month and year	No. of buses
1	LoI	M
2	Delivery of prototype	M + 90 days
3	Delivery of 19 buses	M + 180 days

SECTION VI – TECHNICAL SPECIFICATION

The buses shall be complaint to AIS-052, 140, 153 and AIS-049. The homologation certificate to be provided during the prototype bus inspection and the technical specifications required are as below:

Sl No.	**Description**	**Technical Specification**
	Bus characteristics Maximum Bus Floor height	400/650 mm
	Definition of Low Floor area	Low floor area shall not be less than 50% of the total saloon area (excluding front wheel boxes and driver's cab) and shall not be ramped in the longitudinal plane
1	Propulsion system	Electric mode
2	Type of Battery	Li-ion or Li-ion Phosphate Battery or Li NMC or superior as per manufacturer's design
3	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max	• It should be sufficient to provide requirements of Power, acceleration, maximum speed, and rated performance as per UBS II. • The battery shall have capacity to operate daily operation of 150 kms with 150 kms operating range in single charge at 80% SOC for the first five years.

	charging % Maximum Thirty Minutes Power (kW) Motor/s capacity	• No of Motors/ batteries as per the Bus Manufacturer's design. • Electrical Regeneration required. • Charging mode: DC charging required. • OFF board or ON-board charging required. • Charging time: 1hour. • Battery power consumption less than 0.8 kwh per kilometer. • Safety: Short circuit /over temperature/and others as per testing agencies recognized by CMVR • Safety requirement for Electric buses shall meet as per AIS 038 (CMVR) • CMVR certification mandatory at the time of proto type inspection • It should be waterproof as per applicable standard code.
3.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance or as per Bus manufacturer's design.
3.2	Battery life	Batteries to last for 5 years or 5 lakh kilometers whichever is later and the battery testing certificate consisting of ISO or SAE certificate, self life of device, Operating temperature, storage temperature, design validation and process validation results etc.
3.3	Battery Charging System	DC fast charging by CCS 2.0 or as per Bus manufacturer's design.
3.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance
3.5	Electric Propulsion System	Electric propulsion system motor rating / power sufficient to provide:
A	Rated performance at GVW in a stop/start urban operations	As per Bus manufacturer's design.
B	Acceleration (meter/sec^2)	As per AIS: 153
C	Maximum speed	As per CMVR
D	Minimum Operation Range per bus per day for the first 5 years	Min. Operation Range per bus per day: 150 km in single charge (On actual condition with GVW)
E	Grade ability from stop at GVW	17% or as per Bus manufacturer's design.
F	Rated HP/torque preferably at lower rpm range	Maximum torque required at lower range of RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, and range requirement.
G	Pass by noise norms	As per CMVR& bus code
H	Electric propulsion system	SOC with Vehicle Health Monitoring System. (Battery health + regenerative brake charging)
I	Electric propulsion system /operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures / environmental conditions of urban and sub-urban areas
J	Electric propulsion system / subsystems location	Manufacturer may decide the location as per Bus manufacturer's design.
3.6	Transmission	Automatic / Drive or as per Bus manufacturer's design.
4	Operational safety	Transmission system to be fitted with a mechanism

		which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission), if fitted or as per Bus manufacturer’s design.
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations (To be considered as a guideline) or as per Bus manufacturer’s design.
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights or as per Bus manufacturer’s design.
6	Steering system	Hydraulic power steering with height and angle adjustment/ Hydraulic power steering without height and angle adjustment or as per Bus manufacturer’s design.
7	Suspension system	
7.1	Front	Air suspension or as per Bus manufacturer’s design.
7.2	Rear	Air suspension or as per Bus manufacturer’s design.
7.3	Anti-roll bars/stabilizers	Required at front and rear
7.4	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
7.5	Kneeling (mm) applicable in case of air suspension (required only for 400 mm floor height buses)	60 mm entry/exit side severally & collectively
7.6	Controls (optional)	Electronically controlled air suspension system or as per Bus manufacturer’s design.
8	Braking system	Mandatory ABS with Disc at front and Drum at rear OR disc brake at front and rear or as per Bus manufacturer’s design.
8.1	Anti-skid anti-brake locking system (ABS)	Mandatory.
8.2	Electronic controls	Required
9	Electrical system	24-volt DC
9.1	Batteries (ancillaries equipment and light and light signaling devices)	Low maintenance type lead acid batteries for 24 V & Min100Ah system- performances as per BIS: 14257-1995(latest). 2X12V of commensurate capacity. Maintenance free batteries preferred. (latest)
9.2	Electrical wiring & controls -type	Multiplexing type -- As per UBS II and AIS 153
10	Speed limiting device	Mandatory as per CMVR
11	Tyres	Steel radial tube-less. Size and performance as per CMVR or as per Bus manufacturer’s design.
12	Operating Range:	The EV manufacturers must provide vehicles which can run 150 km in single charge (at 80 % SOC) for <7m non-AC Buses in actual conditions for the relevant GVW for the first five years of operation
13	Bus characteristics	
13.1	Bus dimensions (mm)	
A	Overall length (excluding bumper)	6 m to 7m
B	Overall width (sole bar/floor level- extreme points)	As per CMVR
C	Overall height (unladen - at extreme point)	As per CMVR
D	Wheelbase	As per Bus manufacturer’s design.

1	Front Overhang	As per CMVR
2	Rear Overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)	400/650
13.4	Clearances (mm)	
A	Minimum Axle clearance (mm)	As per Bus manufacturer’s design.
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle or as per Bus manufacturer’s design.
C	Minimum ground clearance (un-kneeled) at GVW	As per Bus manufacturer’s design.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5°OR as per CMVR / AIS 052 or as per Bus manufacturer’s design.
B	Angle of departure (unladen)	Not less than 9.0°OR as per CMVR / AIS 052 or as per Bus manufacturer’s design.
C	Ramp over angle (half of break-over angle)	Not less than 4.8°OR as per CMVR / AIS 052 or as per Bus manufacturer’s design.
14	Bus Gates/Doors	One service door (Entrance)
14.1	Type of door	Power operated door
A	Operating mechanism	Electro pneumatically controlled or as per Bus manufacturer’s design.
B	Opening/Closing time in seconds per operation (maximum)	4
C	Positions of door controls	On dashboard and inside & outside of door as per AIS 052.
D	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
14.2	One service doors	
A	Minimum door aperture (Without flaps) in mm	1200
B	Minimum clear door width (Fully opened) in mm	As per AIS-052
C	Minimum door height in mm	1900mm
D	Positioning front service gate	In between the axle
14.3	Maximum first step height (mm) from ground unladen & unkneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm or as per AIS 052
14.4	Maximum height (mm) of other steps (where required)	
	For door ahead of rear axle	As per AIS 052
14.5	Priority seats	Required, location as per BMTC requirement

14.6	Emergency exits or apertures (Numbers)	As per AIS 052 and as per AIS 153.
	Dimensions in mm	As per AIS 052 and as per AIS 153.
1	Door closing requirements for bus movement -	Bus could move only after door closing completed
2	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052
3	Door components	As per AIS 052
4	Door locks/locking systems/door retention items	As per AIS 052
5	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR + Annexure 3 of UBS II + AIS:052 +AIS:153 Design type certificate of testing agency required to submit at time of prototype bus inspection
15.2	Bus structure - materials specifications etc.	As per manufacturers design
15.3	Insulation	FR grade material as per IS 15061
A	Roof and side	FR Grade material glass wool, PU foam or thermocole.
B	Battery pack compartment	As per AIS:052.
15.4	Floor type/Materials etc.	
A	Type of Floor	As per AIS:052 requirements.
B	Steps on floor	As per AIS:052 requirements.
C	Maximum floor slope	As per Bus AIS:052
D	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 1.2 gms/cc conforming to IS3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine boardBIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 12mm/19mmthick
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS5509 for fire retardancy
15.5	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS-II) or as per Bus manufacturer’s design.
B	Rear windscreen glass	Single piece flat/curved toughened glass-plain/flat/curved at centre &curved at corners – IS 2553 (Part 2) –1992/Latest. Single piece flat / curved pasted glasses or as per Bus manufacturer’s design.

C	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS2553 (Part-2)-1992/latest OR Single piece flat/curved pasted glass or as per Bus manufacturer's design.
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
E	Window & other glasses - material specs, thickness etc.	Toughened as per IS:2553 (Part-2)–1992/latest of 4.8-5.3mm thickness
F	Safety glass	As per CMVR
G	Rear view mirrors	As per CMVR
15.6	Seating and gangway etc.	
15.6.1	Passenger seating for ordinary type-1 buses	As per AIS 052
A	Seat area/seat space per Passenger (width*depth) mm	As per AIS 052
B	Seat pitch - minimum (mm)	As per AIS 052
C	Minimum backrest height from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height mm	As per AIS:023
D	Torso angle (degrees)	Minimum 12degree
E	Seat materials	PPLD/LDPE moulded, As per AIS:023 & AIS 052 for performance
F	Seat frame structure material where required:	As per AIS: 023 + Frame structure of ERW steel tube, seat tops shall have arrangement of fastening of lower end of vertical stanchions.
G	Free height over seating position (mm)	As per AIS:052
	Seat base height:	As per AIS 052
H	Clearance space for seated Passenger facing partition (mm)	Minimum 350
I	Seat back/Pad material/Thickness:	Polyurethane Foam IS: 15061:2002
	Type:	MDI Moulded IS: 5509
	Upholstery:	Pile Fabric/Jekard 0.7-1.0 mm thickness
J	Area for seated passengers (sq. mm.) type 1	As per manufacturer's design
K	Area for standee passengers (sq. mm.):	As per AIS 052
L	Number of seats	Customizable (Minimum15 + driver)
M	Number of standees	Calculation as per AIS 052
N	Headrest	Not required
O	Seats side facing location	Not required except seats on wheel housings only if required
P	Seat arm	Seats opposite to service door and above wheel arches.
Q	Individual seat row fans	Not required
R	Seat back rest	Fixed
S	Seat belts & their	As per CMVR

	anchorage	
T	Performance & strength requirements of:	Required
U	Driver seat	As per AIS 023
V	Passenger seats	As per AIS 023
15.6.2	Gangway:	
A	Minimum interior height (Centre line of gangway)	As per AIS 052
B	Gangway width (mm)	Minimum 600 mm, will be measured from seat edge to seat edge.
E	Driver's work area	As per AIS 052
F	Driver's seat	As per AIS 023
16	Electrical system	As per CMVR & as per AIS 153. BIS marked, copper conductors with fire retardant as per IS/ISO: 6722:2006 as per appropriate class. conductor x-sec varying as per circuit requirements, minimum cross-section0.5 sq. mm. quality marking may also be as per equivalent or better European, Japanese, US standards conforming to IP 67 Water & airtight for traction battery. For bus body building, multiplex wiring/ISO 6722.
16.1	Safety requirements of electrical	
A	Fuse	As per AIS 052
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	As per AIS 052
C	Location of cables away from heat sources	As per AIS 052
D	Type approval of circuit diagram as per standards related to electric equipment's/wiring	As per AIS 052
E	Battery cut - off switch (Isolator switch):	As per AIS 052. Or as per manufacturers design
16.2	Wind screen wiper:	As per CMVR: IS 15802
A	Wiper motor:	
B	Wiper arm/blade:	
16.3	Driver cabin fan	Required.
16.4	Lighting - internal & external and illumination	As per AIS 052 and AIS 153
16.5	Illumination requirements/performance of:	
A	Dashboard tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052 and AIS 153
C	Passenger area lighting - luminous flux of all lamps for Passenger area lighting	As per AIS 052 and AIS 153
17	ITS on bus	Compliance to AIS 140 Passenger Information system (PIS):

		Alphanumeric Dual Display Technology Amber color LED based electronic route display system in English and appropriate regional language of High Intensity illumination with automatic brightness control shall be installed at the front, and rear of bus with GPS feed triggered display on internal display board and announcement of name of approaching bus-stop inside the bus. Destination boards should comply with IS 16490 BIS standards. Information on a route and its final destination should be displayed outside the bus in large text, especially on the front and back of the bus. This information should be in bright contrasting color and be well illuminated by an external light to make it readable in the dark. Passenger announcement system as per AIS052 Security Camera Network (SCN): Total three cameras; with one camera in the saloon, one camera in the dashboard, & one camera in the back with 48 hrs recording as per IS16833 VTS/Panic button system as per AIS140 Panic button shall be provided in each row of seat on RH and LH
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	As per Manufacturers design
18.2	Fire extinguisher:	As per AIS 052
18.3	First aid box:	1 number, as per provision of CMVR
18.4	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant of aluminium tubing32 mm dia, 3 mm thick. rest as per AIS 052 OR MS tubing with sleeves
18.5	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.6	Stanchions:	Stainless steel tubing 32 mm. dia. Stanchions bottom shall be of fastening on top of seat Frames or As per Manufacturers design
18.7	Window guardrails:	To be provided
18.8	Entrance/Exit guard/Step well guard:	AS per Manufacturers design
18.9	Emergency exit doors, warning devices etc.:	Emergency door/ exit to be provided as per AIS 052/CMVR
18.10	Front/Rear door, step well lights, door open sign	As per AIS 052
18.11	Mirrors right/left side exterior/interior:	As per AIS: 001 & 002. Interior with double curvature
18.12	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30 of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type Towing device front required
18.13	Warning triangle	As per CMVR
18.14	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an

		energy absorbing system. FRP As per CMVR and AIS 052.
	Impact strength for bumpers	As per AIS 052
19	Miscellaneous items/requirements	
19.1	Windows	
A	Type of window	Windows sliding type / as per AIS 052
B	Minimum height of window aperture in mm	As per AIS 052
C	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
D	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Life cycle requirements of bus	10 years or 8 lakh km, whichever is later
20	Maximum noise levels inside the saloon - test procedure as per AIS 020	As per requirement of AIS:153
21	Maximum noise levels inside the saloon (Irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	As per the requirement of AIS 153.
22	Paint	Colour scheme as per BMTC requirement

Integration requirement with Existing ITS

The successful Bidder shall mount the ITS Equipment as above as per specs in given specs sheet in buses. The Bidder shall also ensure to supply equipment compatible with existing ITS System of BMTC to enable smooth integration. The Bidder shall integrate their ITS on buses with the ITS system of BMTC.

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

Prequalification Condition for tenderer

Sl. No.	Conditions	To Furnish
01	The Tenderer, either through itself or through its subsidiary or associate or parent entity, should be a registered electric bus manufacturer.	Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.
02	Should have manufactured 25 Electric or 50 HSD/CNG buses in the last three financial years including current financial year.	Should submit copies of Invoices.
03	Should have completed testing and certification requirement under Central Motor Vehicle	Should submit copy of the Test certificate issued by authorized testing agencies under rule 126 of

	Rules 1989 (CMVR) of at least one (1) Mini/ Midi/ Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus.	CMVR.
04	The Registered Electric Bus Manufacturer (the Tenderer) or its subsidiary or parent or associate enterprise shall have a Minimum Average Annual Turnover of Rs. 10 crores cumulatively for the preceding 3 financial years and shall have a positive Net Worth in the preceding 3 financial years.	Should submit statement from the statutory auditor certifying/ specifying turnover of the Registered Electric Bus Manufacturer (the Tenderer) or its subsidiary or parent or associate enterprise.

The definition of associate /subsidiary /parent /holding company/ control/ significant influence is as under:

For the purposes hereof:

a. The word 'associate' in relation to another entity, shall:

i. In case of a company, mean a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such significant influence;

ii. In case of an enterprise other than a company, mean an enterprise in which the other enterprise has significant influence and which is neither a subsidiary nor a joint venture of that other enterprise.

b. The word 'subsidiary' in relation to another entity, shall:

i. In case of a company, mean a company in which the holding company:

a. controls the composition of the Board of Directors; or

b. exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies.

ii. In case of an enterprise other than a company, mean an enterprise that is controlled by another enterprise.

c. The word 'parent' in relation to another entity, shall:

i. In case of a company, mean the holding company:

ii. In case of an enterprise other than a company, mean an enterprise that has one or more subsidiaries.

d. The word 'holding company' in relation to one or more other companies, means a company of which such companies are subsidiary companies.

e. The word 'control' includes:

i. the ownership, directly or indirectly through subsidiary(ies), of more than one-half of the voting power of an enterprise; or

ii. the right to appoint majority of the Directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner; or

iii. control of the composition of the board of directors in the case of a company or of the composition of the corresponding governing body in case of any other enterprise so as to obtain economic benefits from its activities.

f. The word 'significant influence' means:

i. In case of a company, control of at least twenty percent of total voting power, or control of or participation in business decisions under an agreement);

ii. In case of other than a company, the power to participate in the financial and/ or operating policy decisions of an enterprise but not control over those policies.

EVALUATION CRITERIA :

Based on the lowest offered price subject to fulfilling of prequalification criteria. The lowest price will be arrived by totalling the end rate offered by the respective tenderer for fully built bus and AMC per kilometre for the period as mentioned in Clauses 17.1.1 and 17.1.2 of SCC.

SECTION VIII: TENDER FORM

Date :.....

IFT No :.....`

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Tender Documents including Addenda Nos. *[insert numbers]*, we, the undersigned, offer to supply and deliver.....
(Description of Goods and Services) in conformity with the said tender documents

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this ..... day of ..... 2022.

We hereby furnish the information tender processing fees, Earnest Money Deposit (EMD) and details of the pre-qualification as under:

1	**NAME OF THE FIRM**	
2	**Tender Processing Fee Details :- to be paid through e-payment mode only**	
A	Mode of Payment	
B	Amount Rs:	Rs: 550=00(Rupees five hundred and fifty only)
C	Bank Transaction No: (For NEFT / OTC)	
3 (i)	**EMD Details :- to be paid through e-payment mode only**	
A	Mode of Payment	
B	Amount Rs:	Rs: 15,00,000/- (Rupees fifteen lakhs only)
C	Bank Transaction No: (For NEFT / OTC)	

1	**NAME AND ADDRESS OF THE TENDERER**

A	Name of the firm	
	Office Address:	
	Telephone Number & fax number.	
B	Works Address:	
	Telephone and Fax Number	
C	Name & designation of the Authorized Signatory	
	Phone/ Mobile Phone No.	
	Valid e-mail ID	
D	Name of the Contact person & Designation	
	Phone/ Mobile Phone No.	
	Valid E-mail ID	
	An unified email ID applicable to all BMTC Zones/Depots for reporting the after sales issues viz., maintenance, service, warranty and claim.	

2	**PREQUALIFICATION INFORMATION: For fully built city buses.**	
A	The Tenderer, either through itself or through its subsidiary or associate or parent entity, should be a registered electric bus manufacturer.	Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.
B	Should have manufactured 25 Electric or 50 HSD/CNG buses in the last three financial years including current financial year.	Should submit copies of Invoices.
C	Should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/ Midi/ Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus.	Should submit copy of the Test certificate issued by authorized testing agencies under rule 126 of CMVR.
D	The Registered Electric Bus Manufacturer (the Tenderer) or its subsidiary or parent or associate enterprise shall have a Minimum Average Annual Turnover of Rs. 10 crores cumulatively for the preceding 3 financial years and shall have a positive Net Worth in the	Should submit statement from the statutory auditor certifying/ specifying turnover of the Registered Electric Bus Manufacturer (the Tenderer) or its subsidiary or parent or associate enterprise.

	preceding 3 financial years.	
E	The Tenderer should have minimum Annual turnover of Rs. 10.00 Crore for cumulative last 3 financial years.	
	Financial year	Turnover in Crores
	2019-20	
	2020-21	
	2021-22	
	Documents Attached in Electronic Mode (Scanned) for Pre-Qualification (Fill Yes or No)	
4	i) EMD Details	
	The Tenderer, either through itself or through its subsidiary or associate or parent entity, should be a registered electric bus manufacturer.	
5	Should have manufactured 25 Electric or 50 HSD/CNG buses in the last three financial years including current financial year.	
6	Should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/ Midi/ Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus.	
7	The Registered Electric Bus Manufacturer (the Tenderer) or its subsidiary or parent or associate enterprise shall have a Minimum Average Annual Turnover of Rs. 10 crores cumulatively for the preceding 3 financial years and shall have a positive Net Worth in the preceding 3 financial years.	
8	Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for for cumulative last 3 (three) Financial years	
	2019-20	
	2020-21	
	2021-22	
9	Declaration-I as per format on a Government Stamp Paper of Rs.20/-	
10	Declaration-II as per format on a Government Stamp Paper of Rs.20/-	
11	Declaration-III as per format on a Government Stamp Paper of Rs.20/-	

12	Declaration-IV as per format on a Government Stamp Paper of Rs.20/-	
13	Section-XV, Certification of verification issued by Chartered Accountant in the format prescribed	
14	Section-XVI Power of attorney as per the format on Government Stamp Paper of Rs.20/-	
15	Any other documents in respect of Pre-qualification & other terms and conditions of the Tender	
16	List of clientele with address, phone no and name of the contact persons	
17	The Tenderer has to furnish Vendors List and price list for critical and non critical items along with the Tender documents	
18	Undertaking in respect of HSD fuel performance guarantee as per Format.	
19	Anti Black Listing Certificate	
20	Adherence to Environmental Management System	
21	Compliance to tender Specification.	
22	Signature of the Authorized Signatory with company seal	
	Name:	
	Designation:	
	Date:	
	Mobile Number:	
	E-mail ID:	

SECTION IX: Earnest Money Deposit Bank Guarantee Form

(Not applicable as the Earnest Money Deposit is to be paid online)

SECTION X: CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20... Between ..... *(Name of purchaser)* of ..... *(Country of Purchaser)* (hereinafter called "the Purchaser") of the one part and

..... *(Name of Supplier)* of ..... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ... *(Brief Description of Goods and Services)* and has accepted a tender by the Supplier for the supply of those goods and services in the sum of ..... *(Contract*

Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Tender Form and the Price Schedule submitted by the Tenderer;

   (b) the Schedule of Requirements;

   (c) the Technical Specifications;

   (d) the General Conditions of Contract;

   (e) the Special Conditions of Contract; and

   (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

   Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said.....(For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said.....(For the Supplier)

in the presence of:.....

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM

BANK GUARANTEE NO.

In consideration of Bangalore Metropolitan Transport Corporation (herein after called " The B.M.T.C.") having agreed to exempt M/s. ---------- (herein after called " The said contractor") from the demand of Security Deposit in cash, under the terms and conditions of an Letter of Intent (LOI) dated …….. made between B.M.T.C. and M/s. …… (herein after called " The said Agreement") for supply of ……. for the due fulfillment by the said contractor, of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs……..

1. We …… (herein after referred to as "The Bank") at the request of M/s…… Contractor(s) do hereby undertake to pay to B.M.T.C. an amount not exceeding Rs…….. against any loss or damage caused to, or suffered or would be caused to the B.M.T.C. by reason of any breach of any of the terms and conditions contained in the said Agreement by the said Contractor (s).

2. We …… do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the BMTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the B.M.T.C. by reason of breach by the said Contractor (s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..

3. We undertake to pay to the BMTC any money so demanded up to the guaranteed amount notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this guaranty being absolutely and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We……. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues to the BMTC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged till……. or till the Chief Mechanical Engineer of BMTC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ……. we shall be discharged from all liability under this guarantee thereafter.

5. We……. further agree with the BMTC that the BMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BMTC against the said Contractor(s) and to forbear

or enforce any of the terms and conditions relating to the said Contractor(s) or for any forbearance act of omission on the part of the BMTC or any indulgence by the BMTC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. The validity of the Bank Guarantee will be extended further till the time the last bus against the order completes the terms of the warranty clause.

8. Notwithstanding anything contained herein:
   i) Our liability under this Bank Guarantee shall not exceed Rs.....
   ii) This Bank Guarantee will be valid up to.....
   iii) Last date of claim if any will be valued upto.....

9. We are liable to pay up to the Guarantee amount only and only if we receive from you a written claim or demand not later than..... All your rights as well as our liability under this Bank Guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on ..... at .....

10. We..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BMTC in writing.

Date:

BANKERS SEAL & SIGNATURE

SECTION XII

(Please see Clause 11.2(b) of Instructions to Tenderers)

Performa for Performance Statement for the last Five years

IFT No……. Date of Opening……. Time …… Hours

Name of the Firm: .....

Orders placed by (full address of purchaser)	Order No. and date	Description and quantity of goods ordered	Value of order

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2(a) of Instructions to Tenderers)

No. dated

To

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of _____(name and description of goods offered)having factories at _____ (address of factory)do hereby authorize M/s _____(Name and address of Agent)to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s _____ are authorized to tender and conclude the contract for the above goods manufactured by us, against this specific IFT. (This para should be deleted in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the
items for which bids are invited.

SECTION XIV-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

(Not applicable)

SECTION XV - CHARTED ACCOUNT CERTIFICATE

Sub: Supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support for a period 08 years required for Bangalore Metropolitan Transport Corporation (BMTC).

Ref: Tender No: _____ Dated: _____

Certificate of Verification by the Chartered Accountant:

We hereby certify that the turnover furnished by M/s_____ for the preceding continues three years out of four years i.e 2017-18, 2018-2019, 2019-2020, 2020-2021 & 2021-22 is as detailed below and as furnished in the enclosed statement of accounts is verified by us and found correct.

Year	Rs. In Lakhs
2017-18	
2018-2019	
2019-2020	
2020-2021	
2021-2022	

(*) For preceding continuous three years out of above four years.

Chartered

Accountant

[Signature with seal]

SECTION XVI – FORMAT OF POWER OF ATTORNEY

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.20/- or such equivalent amount and document duly attested by notary public)

Sub: Supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support for a period 08 years required for Bangalore Metropolitan Transport Corporation (BMTC).

Ref: Tender No. _____ Dated_____

*****

Power of Attorney

Know all men by these presents, we …… (name of the supplier and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms…… ……. (name and residential address) who is presently employed with us and holding the position of …… as our true and lawful attorney (hereinafter referred to as the "attorney"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for the Tender No: T-_____ dated: /08/2022 including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to [Name of Authority], representing us in all matters before [Name of Authority], if selected, undertaking negotiations with [Name of Authority] prior to the execution of the Contract and generally dealing with [Name of Authority] in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20……

For ……..

(Signature)

(Name, Title and Address)

Accepted

……(Signature)

(Name, Title and Address of the Attorney)

SECTION XVII – LOWEST RATE DECLARATION

Declaration-I

(Proforma of Declaration to be furnished on a
Government Stamp Paper of Rs. 20/-)

The Chief Mechanical Engineer,
BMTC, Central Offices,
K.H. Road, Shanthinagar,
BANGALORE-560 027.

Sir,

Sub: Supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support for a period 08 years required for Bangalore Metropolitan Transport Corporation (BMTC).

Ref: Tender No. BMTC/2023-24/IND0004 Dtd. 26.05.2023~~BMTC/CO/CME/13/2022-23 Dated: _____.~~

*****

We hereby declare that the rates quoted by us against your tender cited under reference above are the lowest.

We also undertake and declare that we will not supply the above fully built city buses as per tender specification to anybody at a rate lesser than the rate quoted to you against your above cited tender for the **next one year**. If we quote/offer a lesser rate in the **next one year**, we here by agree to pass on the financial benefit to purchaser.

The list of customers with address and phone number, Fax number, email address, name of contact person of the company/organization to whom the supply

made by us during the last one year is enclosed herewith.

Signature of the authorized signatory.
Designation.

Date Seal of the Company.

SECTION XVIII – REGARDING LAND BORDER SHARING DECLARATION

(Restrictions on public procurements from bidders of such country/countries which shares a Land Border with India)

Sub: Supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support for a period 08 years required for Bangalore Metropolitan Transport Corporation (BMTC).

Ref: Tender No. BMTC/2023-24/IND0004 Dtd. 26.05.2023
~~Tender No: BMTC/CO/CME/13/2022-23 Dated: _____~~

******

In addition to the prequalification criteria, evaluation criteria and other terms & conditions specified in Annexure-B and Annexure-B-1, the following Eligibility Clauses and Sub Contract Clauses have been incorporated in the tender as per the GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020, Orders (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and O.M No. F.12/1/2021 – PPD)Pt), dated: 02-03-2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 25-08-2020, FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021 and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

Sl. No.	Clauses
1	Any bidder from a country which shares a land border with India will be eligible to

	bid in this tender only if the bidder is registered with the Competent Authority.
1.1	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
1.2	"Bidder from a country which shares a land border with India" for the purpose of this Order means: - An entity incorporated, established or registered in such a country; or
	a. A subsidiary of an entity incorporated, established or registered in such a country; or
	b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
	c. An entity whose beneficial owner is situated in such a country; or
	d. An Indian (or other) agent of such an entity; or
	e. A natural person who is a citizen of such a country; or
	f. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
1.3	The beneficial owner for the purpose of above clause will be as under: (i) **In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.** Explanation – a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
	(ii) **In case of a partnership firm, the beneficial owner is the natural**

	person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
	(iii) **In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;**
	(iv) **Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;**
	(v) **In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.**
1.4	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
1.5	A certificate for having read the above clauses is required to be submitted/ and uploaded by the tenderer separately as per format at Declaration – II (to be downloaded and uploaded to the e-procurement portal duly signed and attached to hard copies of the tender documents.
1.6	In case of Work contract including turnkey contract. The successful bidder will not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration to be submitted during submission of tender as per Declaration – II.
1.7	(i) A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting". (ii) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

	(iii) **Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) including consumables for closed systems, from original equipment Manufacturers (OEMs) or their Authorized agents, shall be exempted from the requirement of registration.**

In this regard, the bidders are requested to download the Declaration-II (Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India) and to be uploaded to e-procurement portal duly sealed and signed and also, the same to be attached along with hard copies of the tender documents.

SECTION XIX – REGARDING LAND BORDER SHARING DECLARATION...Continued

DECLARATION – II

Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India

(to be furnished on a Government Stamp Paper of Rs. 20/-)

The Chief Mechanical Engineer,
BMTC, Central Offices, K.H. Road,
Bengaluru-560 027

Sir,

Sub: Supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support for a period 08 years required for Bangalore Metropolitan Transport Corporation (BMTC).

Ref: Tender No. BMTC/2023-24/IND0004 Dtd. 26.05.2023
~~Tender No: BMTC/CO/CME/13/2022-23 Dated: _____~~
*****

We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated:25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

i. I/ We certify that, we are not from such a country which shares a land border with India and we are eligible to be considered.

Or

I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

ii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfill all requirements in this regard and is eligible to be considered. (A copy of the valid registration issued by the Competent Authority to be enclosed if applicable)

iii. We declare that, we will not supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India unless such vendor is registered with the Competent Authority.

iv. We aware of the fact that, if the information provided by us in this certificate/ declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LoI and further legal action against us in accordance with law.

v. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

Signature of the Authorized Signatory.

Name:

Designation:

Mobile No:

E-Mail ID:

Date:

Seal of the Company

SECTION XX – ADHERENCE TO TERMS AND CONDITIONS

DECLARATION-III

(To be furnished on a Government Stamp Paper of Rs.20/-)

Sub: Supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support for a period 08 years required for Bangalore Metropolitan Transport Corporation (BMTC).

Ref: Tender No. BMTC/2023-24/IND0004 Dtd. 26.05.2023
~~Tender No. BMTC/CO/CME/13/2022-23 Dated: _____~~

******

1) We declare that, we have not been blacklisted/barred from participating in the tender(s) by any of the Government Organization/Public Sector undertaking for breach of contract during last four years. Further we have not been declared ineligible for corrupt and fraudulent practices issued by any of the State Government/Government of India/Union Territory.

2) We hereby declare that, all the particulars furnished by us in this tender are true to the best of our knowledge and we accept that, if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may arise due to the above.

3) The rates quoted in the e-procurement portal are final and we agree to hold the same till the completion of the supply of complete order quantity.

4) We agree to furnish Security Deposit as per terms and conditions within 10 days from the date of issue of Letter of Intent. We agree to extend the validity of the Bank Guarantee/Security deposit unconditionally incase needed as per the requirement of BMTC.

5) We agree to abide by the payment clause i.e. 100% payment within 30 working days from the date of supply and acceptance of vehicles by BMTC subject to submission of security deposit. We are aware that the security deposit will be refunded/returned only after complete settlement of all claims.

6) We undertake to fulfill all the statutory requirements.

7) We undertake to supply the ordered quantity as per the mutually agreed delivery schedule.

8) We are aware of the fact that, any conditional offer/counter conditions (Technical or Financial bid) shall lead to rejection of our tender.

9) We undertake to abide by all the terms and conditions of tender, in case of violation of any of the Terms and conditions of the tender, we understand that, we are liable to be barred by BMTC for participating in future two tenders.

Signature of the Authorised Signatory.

Name:
Designation:
Mobile No:
E-mail ID:
Date:

Seal of the company.

SECTION XXI – SUBMISSION OF TYPE APPROVAL

DECLARATION-IV

(To be furnished on a Government Stamp Paper of Rs.20/-)

Sub: Supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support for a period 08 years required for Bangalore Metropolitan Transport Corporation (BMTC).

Ref: Tender No. BMTC/2023-24/IND0004 Dtd. 26.05.2023
~~Tender No. BMTC/CO/CME/13/2022-23 Dated: _____~~

****

1) We declare that, we will submit the type approval certificate for our model of fully built city type bus issued by authorized agency listed under Rule 126 CMVR-1989.

2) In case of non submission of above certificates, we are liable for any penal action that may arise due to the above including cancellation of contract and invocation of Risk Purchase Clause of and we understand that, we are liable to be barred by BMTC for participating in future two tenders.

Signature of the Authorized Signatory.

Name:

Designation:

Mobile No:

E-mail ID:

Date:

Seal of the company.

SECTION XXII – FUEL PERFORMANCE GUARANTEE UNDERTAKING

(Proforma of Undertaking to be furnished on a Prescribed value of Government Stamp Paper)

Clause deleted

SECTION XXIII – ADHERENCE TO ENVIRONMENTAL MANAGEMENT SYSTEM

Environmental Management System

Check list

Name of the Tenderer

Sub: Details for Supply of 20 Nos. Mini Non-AC electric City type buses along with 05 Nos. chargers and annual maintenance support for a period 08 years required for Bangalore Metropolitan Transport Corporation (BMTC).

Ref: Tender No. BMTC/2023-24/IND0004 Dtd. 26.05.2023

~~Tender No: _____ Dated_____~~

Sl. No	Points to be checked	Status (Yes or No)	Remarks	Hints/Suggestions
1	Do you have processes that have significant impact on environment? List them in the remarks column			1. Heat treatment 2. Surface derangement. 3. Foundry
2	Do you use hazardous chemicals/ materials? List them in the remarks column			Chemical/listed /falling under the criteria given in the hazardous chemicals Rules-1989
3	Leakage/spillage of oils and chemicals in the work environment.			Good housekeeping ensures minimum impact on the environment
4	Have you obtained consent from statutory authorities?			Consent under the Water& Air Acts & authorization under the hazardous wastes Rules(if applicable)from the pollution control board
5	Have you introduced air pollution control measures? List them in the remarks column			Air pollution control measure(if required) like dust collector, scrubbers etc.,

6	Are Hazardous wastes generated from the process?			Hazardous wastes listed in the schedules of Hazardous wastes Rules-1989
7	Do you facility for the storage/disposal of Hazardous wastes?			Hazardous wastes like effluent treatment sludge, sludge from plating baths, spent oils, solvents etc.
8	Do you have any			
a	Plans to reduce the waste generated			Reduce, Recycle and Reuse
b	Noise level control measures			Acoustic enclosures
c	Plans to conserve natural resources			Water and energy conservation measures
d	Emergency preparedness and response plan			Emergency preparedness in case of fire, accidents etc.,
9	Are employees regularly kept informed and trained in environmental protection issues.			Awareness programmes

Tenderer seal and signature.

	KARNATAKA STATE ROAD TRANSPORT CORPORATION **BANGALORE**
	Title: Letter to Subcontractors

Ref: EMS/KSRTC/01/06-07 **Date:**——

To,

Dear Sir,

Sub: ENVIRONMENTAL MANAGEMENT SYSTEM

Environmental protection is one of the basic corporate principles at KSRTC. We are striving to minimize the negative impacts of our activities on the environment to preserve vital resources through conservation measures. The efforts associated with these objectives do not end at our premises. Effective environmental protection can only be ensured in co-operation with you and your subcontractors. Hence, We would like to ask you to participate actively in our efforts in this direction by ensuring the following in your activities.

1. All preferred suppliers should be certified for ISO 14001:2004 by [redacted] and essential suppliers should establish the evidence of meeting the requirements of ISO14001: 2004 through customer audit / third party assessment / audit by KSRTC.

2. Implementation of green procurement to minimize global environment impacts through purchase of goods, which are environmental friendly.

3. The usage of material cadmium, mercury, lead and Hexavalent chromium is restricted.

4. Adherence to all relevant provisions under the environment protection laws.

5. Conservation of vital resources.

6. Reduction / Elimination in the use of hazardous substances in the manufacturing activity.

7. Reduction in generation of hazardous and non-hazardous wastes from the manufacturing activity.

8. Best management practices – As per Annexure-I
In case of any clarification, please contact the company MR / PUR. Dept.
Please confirm whether you have already implemented these steps, or provide the feedback on planned implementation schedule.

Thanking you very much for your support.

Yours faithfully,

For KSRTC,

ANNEXURE-I

Best management Practices- Eco friendly, occupational Health & safety:

- Conserve Electrical energy.
- Switch off the machine or process consuming power during non operation hours.
- Reuse the treated water for gardening.
- Treat the used coolant & separate water-soluble oil before its disposal.
- Obtain material safety data sheet from the chemical supplier, which provides information such as the chemical composition, Hazard identification, First aid measures, fire fighting measure, Accident releasing measures, Handling & storage, Exposure controls / personnel protection, physical & chemical properties, stability and relatively data, ecological information, disposal consideration, transport information etc.
- Segregate the waste at source of generation, collect & store separately.
- Plant saplings & develop landscaping with in the premises.
- Harvest solar energy for hot water application
- Harvest the rainwater recharge the ground water into the open well / tube well.
- Store flammable substances away from source of heat, sparks or flame.
- Store gas cylinders in vertical position & chained its falling.

- Ensure the cylinder valve is protected with safety cap.
- Re-use one side used paper.
- prevent oil spillage on floor.
- Optimize the consumption of oil, fix the frequency of replacement based on quality checks.
- Identify the safe assembly place, escape routes/Emergency exit.
- Identify the place for everything & everything in its place.
- Identify the separate path for walkway & material movement.
- Chlorinate your drinking water.
- Identify the place for the raw material& finished products.
- Maintain the good Housekeeping.
- Display work instructions & conduct training to the employees.
- Provide personal protective equipments to the employees, Earplug / mufflers for noise area, respirator for fumes, dust mask, gloves, goggles& safety shoes.

SECTION XXIII: FORMAT FOR AFFIDAVIT CERTIFYING THAT TENDERER IS NOT BLACKLISTED

(On Letter Head)

I M/s. ..... , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of selection and/or thereafter during the term of the Contract.

Dated this ..... Day of ....., 2022

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

CME, BMTC